



GOVERNMENT RAILWAYS  
RAIL AND RIVER EXCURSIONS  
TO-DAY (WEDNESDAY).

FOR THE HAWKESBURY RIVER.

Train will leave Sydney at 9.5 a.m. and return at 4.30 p.m. The trip will occupy about five hours. RETURN FARES (including Steamer Trip): First-class, 6d; Second-class, 3d. REFRESHMENTS can be obtained on board the steamer at reasonable rates.

FOR PARADES.

(George's River), via COMO. TRAIN will leave Sydney at 2.10 p.m., calling at all stations. Twenty-four miles by rail and 16 by steamer.

RETURN FARES from Sydney (including steamer trip): First-class, 2s; Second-class, 1s. REFRESHMENTS can be obtained on the ground.

By order of the Commissioners.

H. McLACHLAN, Secretary.

CHRISTMAS HOLIDAYS, 1904.

HOLIDAY EXCURSION TICKETS

will be issued from all stations to all stations, commencing with the day trains leaving terminal stations TO-DAY, NOVEMBER, 14, 1904, and thereafter, by all trains until Saturday, January 3, available for return until TUESDAY, JANUARY 31, 1905.

SPECIAL CHEAP TRAINS

TO THE COUNTRY.

SPECIAL CHEAP EXCURSION TICKETS at 1d per mile first-class return (minimum 5s 6d), and 1d per mile second-class return (minimum 3s 6d), will be issued to country stations shown on handbills, to be used on underlined trains available for return for one month from date of issue by specified trains.

EXCURSIONS will leave Sydney as follows: TO THE NORTHERN AND NORTH-WESTERN LINES. To all stations, Woy Woy to Wollongong and branch lines, at 1.30 p.m. TO-DAY, WEDNESDAY, December 14.

TO stations on the Condobolin Line, at 9.30 p.m. on THURSDAY, December 15.

TO stations on the Coonamble Line, at 9.30 p.m. on THURSDAY, December 15.

TO stations, Echuca to Wollongong, and the Murray, at 9.30 a.m. on FRIDAY, December 16.

TO THE SOUTHERN LINE AND BRANCHES. To stations on the Cowra Line, by the 7.30 a.m. Melbourne Express train from Sydney on FRIDAY, December 16.

To Main Line stations, Yarra to Albury, also to the Henty, Goulburn, Tumut, and Wagga Branches, stations Old Junee to Narrandera, and the Lockhart Branch Line, at 8.30 p.m. on FRIDAY, December 16.

To stations on the Crookwell and Cooma Branch Lines at 9.30 p.m. on FRIDAY, December 16.

To stations on the Gumerangton Line, by the 7.30 p.m. Melbourne Express train from Sydney on SUNDAY, December 18.

To stations Yass to Hay, and stations on the Murrumbidgee, Echuca to Wollongong, and the Murray, at 8.30 a.m. on SUNDAY, December 18.

HOLIDAY EXCURSION TICKETS will be issued from DAY, DECEMBER 14, 1904, to SUNDAY, January 1, 1905, inclusive.

FARES TO SYDNEY TO MELBOURNE—

First-class Return ..... 6s 0 0  
Second-class Return ..... 3s 10 0

SYDNEY TO ADELAIDE—

First-class Return ..... 27s 0 0  
Second-class Return ..... 14s 9 0

SYDNEY TO BROKEN HILL—

First-class Return ..... 10s 10 0  
Second-class Return ..... 6s 10 0

SYDNEY TO BRISBANE—

First-class Return ..... 25s 0 0  
Second-class Return ..... 13s 0 0

NEWCASTLE TO BRISBANE—

First-class Return ..... 24s 12 0  
Second-class Return ..... 12s 10 0

These Tickets will be available for return for three months, but Tickets issued to Melbourne and other Victorian stations will not be available for Express train passengers wishing to travel by the Express, will pay the difference between the ordinary and holiday excursion rates, viz.: 20s First Class, and 10s Second Class.

The journey may be broken for one month going and during the currency of the ticket on the return.

SPECIAL CHEAP EXCURSION TO MELBOURNE.

TUESDAY, DECEMBER 20.

PALACE THEATRE, MATINEE, TO-DAY (WEDNESDAY), AT 2.30. The only Matinee of the day. H. O. T. T. Y. Remember, this will be the only MATINEE OF HOLIDAY.

PALACE THEATRE, Lessee, Mr. HARRY RICKARDS, Manager for Mr. Rickards, Mr. Harry Musgrave, for Mr. James, Mr. S. W. Combe.

MANAGERIAL CARD—Mr. HARRY RICKARDS has much pleasure in announcing that he has engaged the services of Mr. H. L. H. H. to play his great Company of AMERICAN TRAVESTY STARS.

NOTICE—The eight AMERICAN TRAVESTY STARS, now welcomed, have decided to play this week.

HOITY TOITY are a bigger Boot STARS all this week right up to Friday, Halcyon Bound the Boisterous Bevelers.

TO-NIGHT'S MATINEE, TO-NIGHT, TO-NIGHT.

Ring up to the magnificent success.

UNPRECEDENTED THRILL.

SOLES AND DAIL, will put in and take out.

LILLIE SUTHERLAND Put in and take out.

TELLA MAIS All this week.

THE ORCHESTRA, the Ballets, the Choruses, the Marches, the Music, the Detail, the Ensemble, the Beautifully Glorious Ensemble, the Gleefully suc-

cessful.

HOITY TOITY HOITY TOITY

will be seen all the week up till FRIDAY. Don't forget, produced under the direction of HARRY JAMES.

Price Popular. Book your seats Ely's at once, early, and often.

A DAME'S CAFE IS THE LEADING RESTAURANT.

Y.M.C.A. HALL, TO-NIGHT, AT 8 P.M.

INVITATION CONCERT.

Miss DORA BANCLAUD, Violinist.

BOY PLAN AT AENGEN-STEYER'S, 225 GEORGE-STREET, SYDNEY.

THE TATTOOED MAN AND JUGGLER AT THE CYCLORAMA.

WITH A PICTURE GALLERY. ANOTHER ATTRACTION—BUSH SPORT, A Novel Shooting, Fasting, BIJOU THEATRE, AIR-PORT, etc.

ADMISSION TO GROUNDS—ADULTS, 2s; CHILDREN, 1s.

THE GLORIES OF WAR AND THE TURNOFF OF BATTLE.

TATTOOED MARVEL. (See above.)

MODERN CLOTHING, FASHIONABLE FASHION.

NEW AND BEWILDERING FASHIONS.

OPEN 10 a.m. to 10 p.m. (including short hours) all day. Address: TATTOOED MARVEL, 111, Pitt-street.

M. LAURENCE PHILLIP, PROFESSOR OF THE PIANOFORTE.

BOY PLAN AT ELY'S, 225 GEORGE-STREET, SYDNEY.

A LL your Old Metal Ware can be made new at small cost. Spoons, Forks, Plates, Spoons, MACHINERY and CO., 224 George-street, Sydney.

JEREMY-CHAMBERS, 226a George-street, next door to Ely's.

PHILLIP NEXT JANUARY are requested to make arrangements now.

JEREMY-CHAMBERS, 226a George-street, next door to Ely's.

JOSEPH COOPER, daily coachman. G. H. Cooper, proprietor.

THE SYDNEY MORNING HERALD, WEDNESDAY, DECEMBER 14, 1904.

THEATRE

ROYAL

TIVOLI

THEATRE

ROYAL

SPECIAL

GRAND

DAILY

MATINEES,

CONVENIENCE

OF LADIES AND FAMILIES,

MARVELLOUS BIO-TABLEAU,

TO-DAY, WEDNESDAY, AT 2.30.

CHILDREN'S HALF-PRICE TO ALL PARTS.

QUEEN'S HALL

PITT-STREET

THEATRE

ROYAL

THEATRE







## LAW REPORT.

TUESDAY, DECEMBER 13.

## HIGH COURT OF AUSTRALIA.

Before the Chief Justice, Sir Samuel Griffith, Mr. Justice Barton, and Mr. Justice O'Connor.

## QUEENSLAND INSURANCE CASE.

LEAVE TO APPEAL REFUSED.

## JOHANSEN v CITY MUTUAL LIFE ASSURANCE SOCIETY, LIMITED.

Mr. Hart, instructed by Mr. A. W. Bale, of Brisbane, and Mr. Lamb, instructed by Mr. W. Maria Johansen, the executors of the late Lars Johansen, for special leave to appeal against the judgment of the Queensland Full Court, concerning a trial in the case of Johansen v City Mutual Life Assurance Society, Limited.

In an action, tried before Chief Justice Cooper and a special jury, brought by the executors of Lars Johansen, deceased, to recover the sum of £1,000, the sum of £100 of insurance effected by the deceased with City Mutual Life Assurance Society, Limited, on his own life, a verdict was returned for the plaintiff, for £1,000. The defendant appealed to the Queensland Full Court to have the judgment set aside and a new trial granted on the ground that the findings of the jury in answer to 29 questions out of 23 submitted to it were not supported by the evidence. In the alternative, to have judgment entered for the company notwithstanding the jury's findings, on the ground that the judgment was contrary to law.

This action was unanimously allowed on October 25 last by the Queensland Full Court, and a new trial ordered. That Court held that on the non-payment of a premium falling due at a time when the surrender value of the policy was less than the sum of £100, the policy lapses and was determined subject only to the power of the directors to renew it within 12 months. Further it held that as the directors could not, by any act beyond the power of the directors, bind the company in favour of a member, they could not exercise the power to renew after the expiration of 12 months. It appeared that an agent of the company had been sent to the deceased to receive premiums which were overdue without obtaining a declaration of health, advised and induced the company to accept the premium and the declaration of health, in despite of material facts within his knowledge, and by false statements, made for the benefit of the assured. The Court held that in so doing he acted in the interest of the assured, and that he could refuse to be bound by his act, and therefore was not estopped by non-disclosure of material fact within his knowledge and by the receipt of premiums under such circumstances from setting up a cause of action.

## ACTION ON A PROMISSORY NOTE.

Jackson v Anderson.

Mr. Gannon and Mr. Mr. Ferguson, instructed by Mr. F. A. Davenport, appeared for the plaintiff company; and Mr. K.C., Mr. C. B. Stephen, and Mr. Barnes, instructed by Mr. John S. Cargill (instructor to the Commissioners), for the defendants. This was an action brought by the Perpetual Trustee Company, Limited, against the Railway Commissioners, to recover the sum of £679 less £6, being the amount of royalty on coal underneath certain land, Terlaba, resumed by the defendants.

Defendants pleaded that they had caused a valuation to be made on the plaintiff's interest, and had offered £600, which the plaintiff refused to accept. The case still stands part heard.

## BEFORE MR. JUSTICE BARTON AND A JURY.

## ACTION ON ROYALTY ON COAL.

The Perpetual Trustee Company, Limited, v. Railway Commissioners.

Mr. Ward, Mr. Ferguson, and Mr. Ferguson, instructed by Mr. F. A. Davenport, appeared for the plaintiff company; and Mr. K.C., Mr. C. B. Stephen, and Mr. Barnes, instructed by Mr. John S. Cargill (instructor to the Commissioners), for the defendants. This was an action brought by the Perpetual Trustee Company, Limited, against the Railway Commissioners, to renew the royalty on coal underneath certain land, Terlaba, resumed by the defendants.

Defendants pleaded that they had caused a valuation to be made on the plaintiff's interest, and had offered £600, which the plaintiff refused to accept.

## BEFORE MR. JUSTICE BARTON AND A JURY.

## ACTION ON A PROMISSORY NOTE.

Jackson v Anderson.

Mr. Gannon and Mr. Edwards, instructed by Mr. J. W. Abigail, appeared for the plaintiff, and the Attorney-General (Mr. Wade) and Mr. L. Armstrong, instructed by Messrs. Makinson and Cullen, for the defendants. This was an action brought by Jerome Jackson, against John Anderson, as executor of the will of Florence McAliffe, deceased, to recover the sum of £2,000, less £100, which was stated that the present case was one of gravity, and one involving public interest.

It was thought it was so only in the sense that it did not affect property of considerable amount, and it was not a master of public importance. The only important thing about it was that it raised an important question of law, and the plaintiff was entitled to have their natural meaning. The point to him did not seem to entail much serious doubt, and consequently the application must be refused.

## Mr. Justice Barton and Mr. Justice O'Connor.

## INTEREST ON A GUARANTEE BOND.

Deane v City Bank of Sydney.

Argument was resumed in the cause, in which Mr. F. A. Campbell, and Deane, instructed by Messrs. Deane and Gordon, appeared for the plaintiff, and Mr. Gordon, K.C., Mr. C. B. Stephen, and Cullen, instructed by Messrs. Lamming and Cullen, for the respondent company, the City Bank of Sydney.

In September, 1903, an action was brought by the City Bank, against Deane and others, to recover a sum of £1,000, as interest on a £10,000 guarantee bond for £20,000, issued December, 1888. Deane and other persons had entered into the bond for the purpose of guaranteeing an overdraft which the bank granted, and favour of the Burwood Land, Building and Investment Company, Limited.

The bond, the liability of the guarantors, who were directors of the company, was granted to £10,000, and interest was given. The action was brought on February 22, 1894. Deane, James Brierley, and P. L. C. Hill, Zimach, appeared for the plaintiff, and Deane, instructed by Messrs. Deane and Gordon, appeared for the defendant, William Deane, and Mr. Gordon, K.C., Mr. C. B. Stephen, and Cullen, instructed by Messrs. Lamming and Cullen, for the respondent company, the City Bank of Sydney.

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The grounds of appeal were four, but only two, it was stated, were argued. These were the same as those in the rule of four, and the Justices Owen was in error in refusing to leave it to the jury to find as a question of fact what agreement, if any, had been made between the plaintiff and the Burwood Land, Building and Investment Company, Limited.

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## PENFOLD'S WINES.

THE LUXURIOUS GRAPES FROM OVER ONE THOUSAND ACRES OF HEALTHY VINES ARE ANNUALLY CONVERTED INTO PENFOLD'S WINES.

## CHRISTMAS PRESENTS FOR BOYS.

If there is one thing more than another that every boy wants to get, it is a Watch; and if they are very clean and hard-working, you cannot possibly do better than buy a

## HAVELOCK TOBACCO WATCH,

PRICE 3s. 1d.

We sell these Watches at cost, to advertise Havelock Tobacco, which now commands the largest sale of any Tobacco in Australia.

The Watch may be obtained from any tobacconist, singly or in pairs. They are of good quality, and good time, and are reliable, accurate, and good looking.

If you find any difficulty in obtaining a HAVELOCK WATCH, send us to us, or call. If posted, send 6d extra for postage.

ERONHEIMER, LIMITED, YORK-STREET, SYDNEY.

## BOOMERANG BRANDY.

THE PROPRIETORS OF THIS FAMOUS BRAND, IN ORDER TO STILL FURTHER POPULARISE IT, HAVE INTRODUCED A BOTTLE CONTAINING HALF THE USUAL CONTENTS. THIS HAS BEEN DONE SO THAT THE DISCRIMINATING PUBLIC MAY OBTAIN A SUITABLE QUANTITY FOR HOME CONSUMPTION.

## HENNESSY'S BRANDY.

JAS. HENNESSY AND CO. Guarantee all their BRANDY to be GENUINE GRAPE, and Distilled from Wine only.

## CHRISTMASTIDE AT W. E. SMITH'S CARDS, CALENDARS, AND XMAS PRESENTS. THE DISPLAY THIS YEAR HAS NEVER BEEN EXCELLED FOR VARIETY, ORIGINALITY, AND ARTISTIC MERIT.

## W. E. SMITH'S CHRISTMAS CARD DEPARTMENT, 22 &amp; 24 BRIDGE-STREET.

## A POLLINARIAN, "THE QUEEN OF TABLE WATER."

ROYAL PHRASIAN STATE MEDAL, 1902. GOLD MEDAL, BIRMINGHAM EXHIBITION, 1902.

HARON AND SMITH, Billiard-table Manufacturers, 216 Castlereagh-street. Every requisite of the game. Highest award Chicago Exhibit., 1902. Tel., 3607.

## THE SYDNEY MORNING HERALD.

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JOHN FAIRFAX AND SONS.

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The Sydney Morning Herald.

WEDNESDAY, DECEMBER 14, 1904.

## IMPERIAL NAVAL DEFENCE.

An important result of the war is the renewed activity on the part of the Admiralty and the general reawakening of interest in naval matters. Our cables this morning give some indications of that activity, just as the deputation to Mr. Ballfour from the Defence Committee of the Imperial Federation League reflected the public interest in a certain measure. We are also enabled to gather from the opinions quoted from the German press that British supremacy at sea is not to be possible to mistake the tone of the warning that German policy in particular will have to consider this claim. It was to be expected that the lessons of the naval engagements in the Far East, the first in which modern ships and arms have been fairly engaged, would not be wasted or lost on the other Powers, and least of all on the British Admiralty. Sir John Fisher, who is now First Sea Lord, is an officer of no small reputation and has to make his term of office distinguished by at least an attempt to bring the navy up to the highest point of modern efficiency as a fighting and defensive machine. It is understood that we owe to his initiative recognition of the modification in the naval position which allows of the reduction in strength of the Mediterranean Fleet, the substitution of the Home for the Channel Fleet, and the creation of the new Atlantic Fleet to be available for the defence of Canada, with Gibraltar as a base. These changes, it is called, form the subject of a Blue Book just issued, and as part of the information therein contained comes the definition of the Eastern Fleet as comprising the vessels in Chinese, Australian, and East Indian waters. This last item brings the subject more immedi-

From the general tenor of Mr. Balfour's reply we may gather that he is not altogether unfamiliar with them. He knows that the loyalty of Greater Britain is not to be questioned; and perhaps he recognises the irritating effect of injudicious interference when he said, speaking of the aid which all parts of the Empire owe its centre, that "the process must be gradual, and must not be unduly pressed."

It can find to a post that shall be truly one of direction, the rest may be left without an

anxieties.

But our correspondent is rightly concerned to impress upon the Government the fact that certain qualifications are imperative in a Director of Education. He must have a wide knowledge of existing systems, and should be sufficiently acquainted with French and German to be able to keep in touch with the current literature dealing with educational progress in France and Germany. He should also have a proper appreciation of the necessity of welding together primary, secondary, and technical education into one harmonious system." This may seem like asking that the Government shall be prepared to add greatly to the cost of education in New South Wales, and we only make the quotation add that reminder once more that it is now not a question of pace but of direction. There is no call for increased expenditure, but there is an urgent need for a recasting of existing expenditure. What is wanted is a man at the head of the Department of Education who will apply his knowledge, sympathy, and insight to the reconstruction of our system of public instruction, but that the new system may come gradually and work up through economy, not break down by extravagance bred of unnecessary experiment. It is for this reason that a Director of Education is wanted, and not merely another Under-Secretary. Moreover, the appointment cannot be delayed, if the Government had not been giving the situation any special consideration because the vacancy did not technically exist; it would show its neglect, and we decline to believe anything of the sort. What we are afraid of, however, is that the Minister hesitates to take the responsibility of making a new departure, and that his colleagues behind him are more wistful to work in the old grooves than to冒冒 the burden of a pressing duty.

## THE TOTALISATOR AND TAXATION.

A paragraph in to-day's sporting news conveys the information that the totalisator receipts for the three days of the Queensland Turf Club's Summer Meeting showed a falling off in comparison with last year's figures of over £2000. In South Australia the position is still more striking, the total investments on several races on one day a fortnight or so ago amounting to only £3530, as against over £6000 on the corresponding day last year. The falling off may be accounted for in one of a variety of ways. Thus the people who go to races are no longer so eager to back their opinions, or they have not the wherewithal to do so in the totalisator, which is a strictly cash concern, or they prefer to bet on their betting with bookmakers. Be it as it may, the totalisator has not lost its popularity with racing men, and in Western Australian racetraces it does a tremendous business. This, if it means anything, would serve to support the theory that the recent falling off in the returns at Adelaide and Brisbane is due rather to lack of ready money than to anything else.

But this is not all. If we find that the totalisator is being taxed we shall also probably find that it is less popular with bettors.

The fluctuations are mainly interesting in view of the proposal in some quarters to obtain State revenue from amusements, including racing. In Queensland there is already a 5 per cent. tax on the investments in the totalisator, and, as we have seen, the returns table to be made have been reduced. One of the arguments in favour of the machine is that, besides being a perfectly fair system, it secures such a revenue to racing clubs that they are enabled to offer better prizes, and so further the interests of the sport. To impecunious State Treasurers in search of a surplus the record of the large sums of money invested in the totalisator has suggested that here is to be found a never-falling source of revenue. But circumstances show how difficult it is to foretell the incidence and the value of a new form of taxation and the burden of taxation sounds fair enough, but the trouble is that it is most needed. When money is plentiful it is least productive just when it is most needed. When money is plentiful and amusements of all sorts are abundantly provided, the State does not stand in need of extra revenue; and when the people have no money to spend in amusements, investments in the totalisator fall off, and the amusement tax hardly pays for the trouble of collection, besides inflicting hardships on the persons engaged in catering for the pleasures of the community.

The English Mails.—The mails by the R.M.S. Ophir, bearing the date of London, November 11, will be available for delivery in Sydney at about 1.30 p.m. to-day. The M.S. Tauranga will leave Sydney to-morrow by H.M.S. Euroclydon, and will call at Hobart on the 13th, and at the Christmas holidays, when the banks were closed and shopkeepers were busy. Sub-inspector Roche is now endeavouring to prevent this taking place, and as far as can be ascertained the forged notes are all numbered "P.M. 6" and are not signed, but it is just as likely that the numbers run on from the above number. They were evidently manufactured by an expert. The public are cautioned against negotiating these notes.

Naval News.—H.M.S. Exmouth, under command of Captain A. D. Fanshaw and Lady Fanshaw, will leave Sydney to-morrow by H.M.S. Euroclydon, and will call at Hobart on the 13th, and at the Christmas holidays, when the banks were closed and shopkeepers were busy. Sub-inspector Roche is now endeavouring to prevent this taking place. As far as can be ascertained the forged notes are all numbered "P.M. 6" and are not signed, but it is just as likely that the numbers run on from the above number. They were evidently manufactured by an expert. The public are cautioned against negotiating these notes.

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## IN PARLIAMENT.

## THE WAR.

## BOMBARDING PORT ARTHUR.

## GREAT DAMAGE EFFECTED.

## WARSHIPS COMPLETELY DISABLED.

LONDON, Dec. 13.

Shortly after the Legislative Council met yesterday the Closer Settlement Bill was referred from the Assembly and read the first time. The second reading was fixed for this afternoon, but it is understood that the discussion will not be immediately pressed by the Vice-President of the Executive Council. The Vice-President of the Executive Council gave notice for to-day that he would have members to sit on Monday to defer to facilitate the termination of the session early in the coming week, and a number of small measures having been dealt with by the Vice-President of the Executive Council moved the Commonwealth Parliament in respect of the Federal territory for the seat of Government, and also the question of the Federal capital.

At this stage it could hardly be said that the members displayed very serious interest in the important subject to be debated, as there were not more than 20 members present, nor did their numerical strength increase as time went on. The representative of the Government were regulations which were identical with those submitted in the Assembly, and in a speech covering over two hours he traversed the proposals of the Federal Parliament, and in the executive areas demanded for the purposes of the Federal territory and the selection of the site for the capital. He also explained what the Government had asked Parliament to offer the Commonwealth, and gave certain reasons why Dalgety could not be favoured as the site of the Federal capital. Mr. Gormley having with his usual energy denounced the Commonwealth proposal, the debate was adjourned to this afternoon, when it is to take precedence.

That interesting little list of Full Court decisions, which the Court has not yet upheld, is as joyful a topic of interest as Parliament as out. Indeed, it would have been an extraordinary day if the Legislative Assembly had missed the chance of belling the tedious debate on the Government's regulations which had been reversed, and the Premier facetiously replied that, had he been present, if the cases were taken to the Privy Council, he could have given the last word.

He feared the think of what would happen if the cases were taken to the Privy Council, and the list of decisions upheld and reversed might become appallingly complicated. To Mr. Norton, who put in a plea for compensation for those who had fought a case through to the Full Court only to have it snatched from them by the High Court, he said the expense would be too great, as lawyers, whose verdicts by single cases, had been upset by the Privy Council, could not be called in.

The Hon. Mr. Percy (Richmond) gave the ball another roll. "It is a fact," he said, "that the State Judges are going to resign, pensions and all, to mark their surprise at the action of the High Court." The Premier had not even heard of the fact. The Chief Secretary had the unpleasant task thrust upon him of getting the Dental Bill restored to the business paper. That had to cover up the awful secret of the dental committee of the night before, when with 100 of its own bills before the House, it was unable to keep a quorum. Of course, the party of view, but if the Government had been prepared to meet criticism on such a small bill, a lot of public time could have been saved and some other business done.

The Federal capital site motions were again taken, and the Premier, promising a few brief remarks, made a long speech in support of the Commonwealth. Parliament could not override the State Parliament in the selection of a site, and submitted premises in support of that contention.

As to the area, he cleared up a point left doubtful in his first statement, though the Government was prepared to negotiate for additional area beyond the 200 square miles for a water supply, that would remain State territory, and would not pass to the Commonwealth. Neither in the United States of America, nor in Canada had the watershed passed to the Federation; as a proof of Mr. McGowen's bona fides in putting aside all party considerations, he declared that as to hasten a settlement he would agree to give up 500 square miles to the Federation. That did not come as a surprise, for it was already believed in Parliament that the State Labor party, as well as any others, had a right to be represented in the Commonwealth. The leader was shrewd enough to baffle the Government on its impartial treatment of the subject, and in the face of such kind words the Government will no doubt turn its blind eye to any possible concerted move by the Labour party. Mr. McGowen qualified for full priesthood in the army of "I told you so's," for he said that the present situation had been foretold by opponents of the Enabling Bill. Another vascular remark was that the Commonwealth had the final voice in selection.

The battle ranged at large all round the House, but with very few exceptions the general merits of the bill were admitted, and it was agreed to adjourn the debate on to the following day.

At the wool sales to-day 1631 bales were offered and 6531 bales sold. Crossbuck and combback wools predominated, and the market for these was very firm, with an upward tendency. The price of the best wools was the highest of the season. During the week ended to-day 39,777 bales were offered and 38,533 sold.

At the sitting of the Criminal Court at Bendigo, Mr. Justice Thompson, after a trial of 12 years on David Herbert, a fruit hawk, who had been convicted of forging and uttering a cheque, was sentenced to death. Chief Justice had regard to the fact that his offence was habitual, criminal, and had been convicted 12 times, and sentenced to term totaling 20 years.

The final meeting of the National Relief Fund committee was held to-day. The Lord Mayor, who presided, said that the effort had proved successful, and that the amount to be made available for the other branches will be matched in that the debate on the Estimates will probably close next Wednesday at latest, that the Appropriation Bill will then be passed, and that Parliament will rise on the following day.

## QUEENSLAND.

## THE CRICKET GROUND DISPUTE.

BRISBANE, Tuesday.

Judgment was delivered by the Court of Appeal on the application for certiorari in the case of the Commonwealth against the Judge of Justice Real, declaring allowing pony racing on the ground to be a breach of the trust. The Chief Justice delivered judgment in the case of the Commonwealth against the Justice of the Peace and Church affirmed Real's judgment. The appeal was dismissed with costs.

The Government has initiated a system of endowed hospitals on last year's collections, instead of the amount raised in the current year.

The Department of Public Instruction has announced the result of the examination for exhibitions to universities. The three successful candidates are Stanley Castles, Lilian Alexia McLean, and Clara Rebecca.

A three-roomed brick house was destroyed by fire at Ebbin (a suburb of Brisbane) last night. The furniture was insured for £70 with the British Insurance Company.

THE DR. MORGAN THOMAS REQUESTS.

ADELAIDE, Tuesday.

The Full Court to-day disposed of the question whether on the basis submitted to them urban, suburban, and country institutes should participate in the bequests made to the Public Trust. The Chief Justice delivered judgment in the case of the Commonwealth against Dr. Morgan Thomas. The question was raised also whether bequests institutes such bodies as the Royal Society, Astronomical Society, Adelaide Circulating Library, School of Design, and the like should be allowed to receive the bequests under the bequests.

The Court held that the allocation of the money must be limited to the Public Library, the Museum, and the Art Gallery in accordance with the clearly expressed language of the testator.

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## THE WAR.

## BOMBARDING PORT ARTHUR.

## GREAT DAMAGE EFFECTED.

## WARSHIPS COMPLETELY DISABLED.

LONDON, Dec. 13.

General Nogi, commanding the besiegers of Port Arthur, reports that four Russian battleships, two cruisers, a gunboat, and a torpedo storeship in Port Arthur have been completely disabled, and that further bombardment of the Port Arthur Fleet is unnecessary.

The besiegers are now shelling the town heavily, and are doing great damage.

The Russian smaller craft in the harbour have been smaller not to shelter behind the hospital ships.

The wireless telegraph station at the foot of Golden Hill used to signal to China, has been damaged and the arsenal has been sent on fire and partly destroyed.

Lieutenant-General Sir William Nicholson, who is attached to the Japanese army, characterizes the capture of 203-Metre Hill, at Port Arthur, as an unprecedented feat.

The Russian reserves shot all their comrades who tried to evade the Japanese at attacks on 203-Metre Hill.

## CABLE TO THE CONSUL.

## THE BOMBARDMENT OF PORT ARTHUR.

Mr. K. Iwasaki, Acting Consul-General for Japan, yesterday received the following cablegram from Baron Komura, the Japanese Minister for Foreign Affairs:—

"Our Port Arthur army reports that the bombardment on the 11th did considerable damage to the wireless telegraph stations at Golden Hill, and set the arsenal on fire."

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## AUCTION SALES.

RANDWICK.  
IMPORTANT SALE BY AUCTION  
THIS DAY.  
WEDNESDAY, 14TH DECEMBER,  
AT ELEVEN O'CLOCK A.M.  
At the Residence,  
MEDLOCK, BOTANY-STREET, RANDWICK.  
All items and instructions from  
CAPTAIN B. C. KENNEDY,  
in consequence of his projected departure for  
the whole of his  
SUPERIOR FURNITURE  
and  
ELEGANT HOUSEHOLD APPOINTMENTS,  
HANDSOME DINING AND DRAWING ROOM  
APPOINTMENTS.

VALUABLE PIANOFORTES,  
UPRIGHT MODEL "HUREN,"  
a very handsome instrument, can be highly  
recommended.

SOLID WALNUT OVERMANTELLE.

HANDSOME OCCASIONAL CHAIRS AND TABLES.

SUPERIOR BEDROOM FURNITURE  
(Double and Single Rooms).

BLACK AND BRASS AND ANTIQUE  
BEDROOMS, including Bedsteads, fitted with sanitary  
wires, Wire Mattresses and best Bedding  
complète.

KITCHEN AND LAUNDRY REQUISITES.

EUREKA GAS STOVE, in good order.

CHOICE HOUSEHOLD PLANTS,  
in every respect, purchased a splendid singer.

LARGE AND VERY FINE CANARY BIRD  
EGG CAGE,  
etc., etc.

JAMES R. LAWSON AND LITTLE,  
AUCTIONEERS, 128, 130 Pitt-street,  
have been favoured with instructions from CAPTAIN B. C. KENNEDY, to conduct the  
Important Sale by Auction, as above.

WITHOUT ANY RESERVE.

AS above.

THIS DAY, WEDNESDAY,  
14th DECEMBER, at 11 O'CLOCK A.M.

SUPERIOR ELECTROPLATE

GARNETS and CANES, containing complete Suites  
of Table Plate and Ivory-handled Cutlery, with  
Holloware, Forks, Knives and Forks

Black Glass Liquor Combination Stands

Black and White Dishes, Knives and Forks

Black Dishes, Fruits, Sugar, and Cream Stands, Cake

Baskets, Breakfast and Luncheon Crusts, Toppings

All of THE BEST PLATE AND CUTLERY PLATE, Each

piece of PRESENTATION and XMAS GIFTS.

MOSLEY'S SHIFFIELD CUTLERY, A

Also,

A COLLECTION OF VERY BEAUTIFUL PAINTINGS  
IN OIL COLOURS

BY MR. LOUIS FRANK.

ORNAMENTALWARE.

BLACK PLATES, Dishes, Trays, etc., made from Cigar  
Hands.

Also,

PARISIAN JEWELLERY,

In Expedita Designs and Finishes, the latest work from  
Paris.

And

AN INVOICE OF LEATHER GOODS,  
JAPANESE BAG, VASES,  
etc., etc.

ON VIEW PRIOR TO SALE.

JAMES R. LAWSON AND LITTLE,  
FINE ART and GENERAL AUCTIONEERS,  
have been favoured with instructions to conduct the  
attractive sale by auction, as above.

ESTATE OF THE LATE  
ALEXANDER OLIVER, ESQ., M.A.  
(Late President Law Appell Court and Federal  
Capital Commission).

DEATHBED FROM  
THE EXECUTIVE.

HIGHLY IMPORTANT SALE BY AUCTION,  
AT THE RESIDENCE,  
SHELCOE,

KARRABA ROAD, NEUTRAL BAY.

TO-MORROW, THURSDAY,

AND WEDNESDAY, 15th and 16th DECEMBER,  
COMMENCING AT 11 O'CLOCK A.M. PROMPT.

The Whole of the  
VALUABLE FURNITURE AND APPOINTMENTS  
ROYAL ALMUNSTER CANAPÉS,  
BRUSSELS STAR CARPETS AND RUNNERS.

TWO VALUABLE PIANOFORTES.

SUPERIOR BLUTHER GRAND

GRAND PIANOFORTE, this great  
player model, possessing very the qualities of tone

VALUABLE PAINTINGS

OF LAND AND WATER COLOURS,  
OF FINE ART, including

CONRAD MARTENS.

WILLIAM INGLIS AND SON have received instructions  
from Mrs. M. Thorpe, to sell by Auction,  
THIS DAY, 14th DECEMBER, at 11 a.m.

2 Upstanding Spring Carts, to be sold by  
Auction, at Pitt-street, 11 a.m.

William Inglis and Son, Ltd., Auctioneers.

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